

## 1st ADDENDUM TO LEASE AGREEMENT DATED MARCH 30, 2001

This 1<sup>st</sup> Addendum is made this 6<sup>th</sup> day of September, 2006, by and between POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia Corporation, ("PEPCO") ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY") ("Tenant"); (PEPCO and the COUNTY together "the PARTIES" and individually being a "PARTY").

### WITNESSTHAT

WHEREAS, the PARTIES are parties to a certain Lease Agreement dated March 30, 2001, ("hereinafter referred to as the "LEASE") under the terms of which PEPCO has permitted the COUNTY to install and maintain communications antennae ("Antennae") and associated base station, equipment and cabinets ("Equipment") being collectively the antennae facility ("Antennae Facility"), to attach nine (9) Antennae at three (3) different levels on the communications tower ("Tower") located on PEPCO's property at Substation #27, (Takoma Park), 6601 New Hampshire Avenue, Takoma Park, Maryland, 20783 (the "Property"). PEPCO has also permitted the COUNTY to install and operate Equipment in an existing PEPCO building ("Equipment Building") which is located at the base of the Tower; and

WHEREAS, the COUNTY desires to extend the term of said Lease Agreement for an additional ten years:

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter made and assumed, the parties hereby amend the LEASE as follows:

1. Article 2 of the LEASE is amended such that the Agreement Term is extend an additional ten (10) years commencing on April 1, 2006 and ending March 31, 2016.
2. Article 3 of the LEASE is amended such that the COUNTY agrees to pay, and PEPCO agrees to accept rent payable in equal monthly installments, as provided in the following rent schedule for the Agreement Term:

	<u>Per Month</u>	<u>Per Year</u>
April 1, 2006 thru March 31, 2007:	\$6,800.00	\$81,600.00
April 1, 2007 thru March 31, 2008:	\$7,050.00	\$84,600.00
April 1, 2008 thru March 31, 2009:	\$7,300.00	\$87,600.00
April 1, 2009 thru March 31, 2010:	\$7,550.00	\$90,600.00
April 1, 2010 thru March 31, 2011:	\$7,800.00	\$93,600.00
April 1, 2011 thru March 31, 2012:	\$8,050.00	\$96,600.00
April 1, 2012 thru March 31, 2013:	\$8,300.00	\$99,600.00
April 1, 2013 thru March 31, 2014:	\$8,550.00	\$102,600.00
April 1, 2014 thru March 31, 2015:	\$8,800.00	\$105,600.00

April 1, 2015 thru March 31, 2016:   \$9,050.00       \$108,600.00

3. Article 3 of the LEASE is further amended such that all payments to PEPCO in respect to this LEASE are to be by check made payable to Potomac Electric Power Company and mailed to:

PEPCO  
Special Billing  
P.O. Box 96288  
Washington, D.C. 20090-6288

4. Article 17 of the LEASE is hereby amended to revise the names and addresses for any notice required or given under the LEASE as follows:

PEPCO  
Potomac Electric Power Company  
3400 Benning Road N.E.  
Washington, D.C. 20019  
Attention: Richard Petkoff, Supervisor of Joint Use  
Tel. (202) 388-2479

COUNTY  
Montgomery County Government  
DPWT, Office of Real Estate  
ATTN: Stephen Batterden  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, MD 20850  
Tel. 240-777-6080  
Fax. 240-777-6047

5. Article 9 of the LEASE is hereby amended to revise the contact information for the COUNTY to gain access to the Antennae Facility.

In order to access the facilities for maintenance by the COUNTY shall contact PEPCO at:

During Normal work hours, i.e. 7 am until 3:30 p.m., Monday through Friday  
Telecom Office 202-388-2350

All other Times  
System Supervisor 301-469-5675

6. Article 18 of the LEASE is amended such that both PEPCO and the COUNTY shall have the right to terminate the LEASE by giving at least twenty four (24) months written notice to the other Party of its intention to do so.

7. Except as modified herein, the LEASE shall remain in full force and effect and the Parties shall be bound by all terms and conditions thereof.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this Agreement on the date first above written.

WITNESS:

BY: Bruce Romer

LANDLORD:

POTOMAC ELECTRIC POWER COMPANY

Sign: William M. Gausman

William M. Gausman

Title: Vice President Asset Management

WITNESS:

BY: Cindy A. [Signature]

TENANT:

MONTGOMERY COUNTY, MARYLAND

Sign: Bruce Romer

Print: BRUCE ROMER

Title: CAD

APPROVED AS TO  
FORM AND LEGALITY

OFFICE OF COUNTY ATTORNEY

BY Giles J. Bussanera

DATE 9/13/2006

STATE OF MARYLAND  
COUNTY OF Prince Georges

I HEREBY CERTIFY that on this 6<sup>th</sup> day of September, 2006, before me,  
Danette Plater, the undersigned officer, personally appeared William M. Gausman,  
who acknowledged himself to be Vice President Asset Management of POTOMAC  
ELECTRIC POWER COMPANY, a corporation, and that he, as such Vice President Asset  
Management, being authorized so to do, executed the foregoing instrument for the purposes  
therein contained by signing the name of the corporation by himself as such Vice President  
Asset Management.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day  
and year first above written.

[Notary Seal]

Danette Plater  
Notary Public, Danette Plater  
My commission expires 9/10/09

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this 27<sup>th</sup> day of September, 2006, before me, Cecily A. Gula, the  
undersigned officer, personally appeared Samuel Roman who acknowledged  
himself/herself to be Chief Administrative Officer of MONTGOMERY COUNTY,  
MARYLAND, a body corporate and politic and a political subdivision of the State of  
Maryland, a corporation, and that he/she, as such Chief Administrative Officer,  
being authorized so to do, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as such  
Chief Administrative Officer

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

[Notary Seal]

Cecily A. Gula  
Notary Public, Cecily A. Gula  
My commission expires January 1, 2008